

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **MARTHA KANATSIK**, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
R-5 (the "Act");

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer,
regarding the rental premises at **YELLOWKNIFE, NT**.

BETWEEN:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

- and -

MARTHA KANATSIK

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of one thousand four hundred eight dollars (\$1408.00). Any rent credits after November 1, 2006 shall be applied to the satisfaction of this order.
2. Pursuant to section 45(4)(a) of the *Residential Tenancies Act*, the respondent shall comply with her obligation to report the income of all household members in accordance with the tenancy agreement.
3. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy

agreement between the parties for the premises known as Apartment 106, 5465 - 52nd Street, Yellowknife, NT shall be terminated on December 31, 2006 and the respondent shall vacate the premises on that date, unless the rent arrears in the amount of one thousand four hundred eight dollars (\$1408.00) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 30th day of November, 2006.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
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BETWEEN:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

-and-

MARTHA KANATSIK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 28, 2006

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Julie Forget, representing the applicant
Martha Kanatsiak, respondent

Date of Decision: November 28, 2006

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to report all of the household income in accordance with the tenancy agreement. The applicant sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement. The premises are subsidized public housing.

The applicant provided a statement of the rent in evidence which indicated a balance of rent owing in the amount of \$1408. The respondent stated that she had very recently had rent credits applied to her account that did not appear on the statement but was unsure of the amounts. The last entry on the rent statement was November 1, 2006.

The applicant testified that she believed Mr. Dustin Jones was a resident of the premises whose income was not reported. A letter from Mr. Jones was provided in evidence. In the letter Mr. Jones declined to provide any verification of income and stated that his permanent residence was his family home. The respondent testified that Mr. Jones resided in the premises on a continuing basis and that she had been trying to persuade him to provide the income information with no success.

As the tenant, the respondent is obligated to ensure that all of the household income is reported to the landlord. Section 6 of the written tenancy agreement between the parties obligates the tenant to provide the landlord with an accurate report of the household income.

Tenant's Income

The Tenant promises to provide the Landlord with an accurate report of the Tenant's income and the income of all of the residents of the premises and shall notify the Landlord of any changes in any resident's income, in the size of the Tenant's family, or number of residents of the premises.

The respondent risks termination of the tenancy agreement if this obligation is breached. If a household member insists upon concealing income, the respondent has little choice but to prohibit that person from continuing to live in the premises.

I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$1408. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless these arrears are paid in full.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1408 and terminating the tenancy agreement on December 31, 2006 unless those arrears are paid in full. Any credits or payments applied after November 1, 2006 shall be to the satisfaction of this order. The order shall also require the respondent to comply with their obligation to report the entire household income in accordance with the tenancy agreement. The tenancy agreement shall be terminated on December 31, 2006 unless the rent arrears of \$1408 are paid in full.

The decision was provided to the parties at the hearing.

Hal Logsdon
Rental Officer